

BETWEEN:

LONDON BLOCK EXCHANGE LTD

Claimant

- and -

SQUIRE PATTON BOGGS (UK) LLP

Defendant

**CLAIMANT'S SUBMISSIONS ON THE PRELIMINARY ISSUES
PURSUANT TO ORDER OF MASTER ROWLEY DATED 30th APRIL 2019**

In accordance with the comment made by Master Rowley on 30th April 2019 and the Order of same date, the Claimant sets out details of the preliminary issues as follows:

A. Was there a Retainer between the Claimant and Defendant:

There is no signed Letter of Engagement between the parties. The Defendant states that it has conducted work for the Claimant and that Defendant was a solicitor for the Claimant. The Claimant's position is that the Defendant was approached via an external contractor Mr Marcin Nawrocki not an employee and not a Director for work useful to that contractor as a friend to a friend. The Claimant admits that Marcin Nawrocki from time to time utilized an email address with the domain of the Claimant but was never an employee, nor a Director and was never authorized by the Claimant to contractually bind it. Claimant's details are available on Companies House and a firm of solicitors would have had access to its very short list of Directors and the Articles of Association that are on the Companies House online. A friend of that contractor, a solicitor asserted that responsibility for the Defendant. The Defendant sent invoices to that contractor who with a delay i.e. in 2019 asserted that the responsibility for payment was on the Claimant. The Defendant uncritically followed that suggestion. There was and has never been any signed nor agreed Retainer between the Claimant and Defendant. The Claimant has not expressly agreed to the Defendant's Terms and Conditions. Moreover, the Claimant is simply unable to ascertain what work has been done and at what cost. The Defendant refused to provide it with its Final Solicitors' Bill and applied to the High Court to Wind the Claimant Up on the basis of the Defendants' invoices.

The Claimant is a money exchange business and was under the impression that should they need to engage a Firm of Solicitors, a face to face meeting would have been necessary for Know Your Customer/ Anti Money Laundering purposes and there was no such a meeting.

The Defendant has acted adversely and unambiguously towards the Claimant and the Claimant did not find that consistent with actions of a firm of solicitors acting for a client. The Defendant has made a negative press comment on its Winding Up action and enclosed an enlarged A4 size photo page of a passport of the Claimant's Director with a Witness Statement thereby compromising that Director's personal data. The Defendant has implied that it is a "friend" of the Claimant and gave otiose insolvency advice out of the remit of its purported retainer.

The Claimant rejects an argument that if an email with an attachment is sent but it is not signed nor explained, then a solicitors' firm becomes instructed by a client.

B. Are the invoices numbered 2622803 and 2624225 dated 29th March 2018 and 25th April 2018 respectively interim statute bills:

On the face of each invoice it merely gives the matter headings and the one-line narrative '*To our professional services in the above matter.*' The two invoices do not state that they are interim or final statute bills. They do not show the periods in which they cover. The invoices do not provide details of any instructions for the work done nor do they provide sufficient, if any, narrative to identify as to the work undertaken to enable advice to be taken as to their reasonableness.

The invoices/bills issued by the Defendant were never signed by the Claimant and neither was the covering letter attaching them.

C. Parallel proceedings

The Defendant has refused to give priority to the SCCO proceedings that the Claimant suggested are prioritized before the contested Winding Up proceedings. The Claimant is solvent, and the Defendant has applied to Wind the Claimant up before the SCCO determination of the above issues A-B. The Claimant continues to be solvent. Parallel proceedings in the same High Court of Justice continue unnecessarily. The Defendant has never issued any money claim nor sent a Letter of Claim to the Claimant.

D. Evidence

The Claimant intends to rely upon the entirety of evidence served thus far in all, inclusive of the Parallel proceedings concerning the above A-B issues in question.

Paul White
Costs Draftsman for the Claimant
DATED: 28th MAY 2019